

REPORT OF THE EVALUATION COMMITTEE TO  
THE MISSISSIPPI FAIR COMMISSION

SOLID WASTE DISPOSAL CONTRACT

RFP NUMBER: 1403-18-R-OVAR-00001

RFx NUMBER 318000310

This will serve as the Report of the Evaluation Committee ("Committee") to the Mississippi Fair Commission ("Commission") concerning the proposals submitted by two companies for the solid waste disposal contract on the State Fairgrounds. The three members of the Evaluation Committee evaluated both proposals using the factors set forth in the Request for Proposals issued by the Commission. The identity of the proposers was withheld from the Committee, with the proposals being designated only as Proposal No. 1 and Proposal No. 2. After the proposals had been evaluated and scored by the Committee members, the Chief Procurement Officer revealed the identity of the two proposers. We now know that Proposal No. 1 was submitted by Waste Management and Proposal No. 2 was submitted by Republic Services.

The following is a summary of the scoring of the proposals by the Committee members:

<u>Committee Member</u>	<u>No. 1 (Waste Mgt.)</u>	<u>No. 2 (Republic)</u>
Hewitt Pittman	86%	94%
Paul Smith	86%	96%
Sam Sherrill	86%	97%

The average score of the Committee members for Proposal No. 1, being Waste Management, was 86%. The average score of the Committee members for Proposal No. 2, being Republic Services, was 95.7%. Therefore, the best score went to Republic Services. **THE COMMITTEE RECOMMENDS THAT THE CONTRACT BE AWARDED TO REPUBLIC SERVICES.**

The score sheets of all the Committee members, and other relevant back-up documents are attached hereto. The Evaluation Committee recommends that the Commission enter into the attached contract with Republic Services, which contains the terms, conditions, scope of services and fees that meet with the approval of the Committee, subject to negotiations with the winning proposer and such other changes that may be recommended by counsel.

Date: May 17, 2018.

MISSISSIPPI FAIR COMMISSION

EVALUATION OF PROPOSALS FOR WASTE DISPOSAL SERVICES

RFP NO. 1403-18-R-OVAR-00001

Proposer: #1 Evaluator: Henitt Pitts

1. Price (Maximum of 35%). Score: 29

2. Technical factors (Proposed methodology). Score: 18

- (a) Does the offeror's proposal clearly demonstrate an ability to perform the requested services? (Maximum of 5%). Score: 5
- (b) Is the offeror's proposal complete and responsive to the specific RFP requirements? (Maximum of 5%). Score: 3
- (c) Has the offeror documented the past performance of his proposed methods for performing the services? (Maximum of 5%). Score: 5
- (d) Does the offeror's proposal use current and accepted technology and techniques? (Maximum of 5%). Score: 5

3. Cost factors. Score: 15

- (a) Does the offeror have sufficient financial resources to meet its obligations? (Maximum of 10%). Score: 10
- (b) Did the offeror submit proof of the required insurance policies? (Maximum of 5%). Score: -
- (c) Did offeror submit a price for each of the distinct services described in ¶4.1(6)? (Maximum of 5%). Score: 5

4. Management factors. Score: 24

- (a) Has a good management plan been submitted? (Maximum of 5%). Score: 4
- (b) Does the offeror have experience in the field of solid waste disposal? (Maximum of 5%). Score: 5
- (c) What is offeror's reputation in the industry? (Maximum of 5%). Score: 5
- (d) Does offer own, or have access to, the necessary trucks and equipment? (Maximum of 5%). Score: 5
- (e) Were the commercial drivers' licenses and/or resumes of the offeror's employees submitted? (Maximum of 5%). Score: 5

Total Score: 86

MISSISSIPPI FAIR COMMISSION

EVALUATION OF PROPOSALS FOR WASTE DISPOSAL SERVICES

RFP NO. 1403-18-R-OVAR-00001

Proposer: #2

Evaluator: Heritt Pittman

1. Price (Maximum of 35%). Score: 35

2. Technical factors (Proposed methodology). Score: 17

- (a) Does the offeror's proposal clearly demonstrate an ability to perform the requested services? (Maximum of 5%).  
Score: 5
- (b) Is the offeror's proposal complete and responsive to the specific RFP requirements? (Maximum of 5%).  
Score: 2
- (c) Has the offeror documented the past performance of his proposed methods for performing the services? (Maximum of 5%).  
Score: 5
- (d) Does the offeror's proposal use current and accepted technology and techniques? (Maximum of 5%).  
Score: 5

3. Cost factors. Score: 20

- (a) Does the offeror have sufficient financial resources to meet its obligations? (Maximum of 10%).  
Score: 10
- (b) Did the offeror submit proof of the required insurance policies? (Maximum of 5%).  
Score: 5
- (c) Did offeror submit a price for each of the distinct services described in ¶4.1(6)? (Maximum of 5%).  
Score: 5

4. Management factors. Score: 22

- (a) Has a good management plan been submitted? (Maximum of 5%).  
Score: 5
- (b) Does the offeror have experience in the field of solid waste disposal? (Maximum of 5%).  
Score: 5
- (c) What is offeror's reputation in the industry? (Maximum of 5%).  
Score: 5
- (d) Does offer own, or have access to, the necessary trucks and equipment? (Maximum of 5%).  
Score: 5
- (e) Were the commercial drivers' licenses and/or resumes of the offeror's employees submitted? (Maximum of 5%).  
Score: 2

Total Score: 94

MISSISSIPPI FAIR COMMISSION

EVALUATION OF PROPOSALS FOR WASTE DISPOSAL SERVICES

RFP NO. 1403-18-R-OVAR-00001

Proposer: #1

Evaluator: Paul Smith

1. Price (Maximum of 35%). Score: 29

2. Technical factors (Proposed methodology). Score: 18

- (a) Does the offeror's proposal clearly demonstrate an ability to perform the requested services? (Maximum of 5%).  
Score: 5
- (b) Is the offeror's proposal complete and responsive to the specific RFP requirements? (Maximum of 5%).  
Score: 3
- (c) Has the offeror documented the past performance of his proposed methods for performing the services? (Maximum of 5%).  
Score: 5
- (d) Does the offeror's proposal use current and accepted technology and techniques? (Maximum of 5%).  
Score: 5

3. Cost factors. Score: 15

- (a) Does the offeror have sufficient financial resources to meet its obligations? (Maximum of 10%).  
Score: 10
- (b) Did the offeror submit proof of the required insurance policies? (Maximum of 5%).  
Score: 0
- (c) Did offeror submit a price for each of the distinct services described in ¶4.1(6)? (Maximum of 5%).  
Score: 5

4. Management factors. Score: 24

- (a) Has a good management plan been submitted? (Maximum of 5%).  
Score: 4
- (b) Does the offeror have experience in the field of solid waste disposal? (Maximum of 5%).  
Score: 5
- (c) What is offeror's reputation in the industry? (Maximum of 5%).  
Score: 5
- (d) Does offer own, or have access to, the necessary trucks and equipment? (Maximum of 5%).  
Score: 5
- (e) Were the commercial drivers' licenses and/or resumes of the offeror's employees submitted? (Maximum of 5%).  
Score: 5

Total Score: 86

MISSISSIPPI FAIR COMMISSION

EVALUATION OF PROPOSALS FOR WASTE DISPOSAL SERVICES

RFP NO. 1403-18-R-OVAR-00001

Proposer: #2

Evaluator: Paul Smith

1. Price (Maximum of 35%). Score: 35

2. Technical factors (Proposed methodology). Score: 18

- (a) Does the offeror's proposal clearly demonstrate an ability to perform the requested services? (Maximum of 5%). Score: 5
- (b) Is the offeror's proposal complete and responsive to the specific <sup>RFP</sup> requirements? (Maximum of 5%). Score: 3
- (c) Has the offeror documented the past performance of his proposed methods for performing the services? (Maximum of 5%). Score: 5
- (d) Does the offeror's proposal use current and accepted technology and techniques? (Maximum of 5%). Score: 5

3. Cost factors. Score: 20

- (a) Does the offeror have sufficient financial resources to meet its obligations? (Maximum of 10%). Score: 10
- (b) Did the offeror submit proof of the required insurance policies? (Maximum of 5%). Score: 5
- (c) Did offeror submit a price for each of the distinct services described in ¶4.1(6)? (Maximum of 5%). Score: 5

4. Management factors. Score: 23

- (a) Has a good management plan been submitted? (Maximum of 5%). Score: 5
- (b) Does the offeror have experience in the field of solid waste disposal? (Maximum of 5%). Score: 5
- (c) What is offeror's reputation in the industry? (Maximum of 5%). Score: 5
- (d) Does offer own, or have access to, the necessary trucks and equipment? (Maximum of 5%). Score: 5
- (e) Were the commercial drivers' licenses and/or resumes of the offeror's employees submitted? (Maximum of 5%). Score: 3

Total Score: 96

MISSISSIPPI FAIR COMMISSION

EVALUATION OF PROPOSALS FOR WASTE DISPOSAL SERVICES

RFP NO. 1403-18-R-OVAR-00001

Proposer: 1 Evaluator: Sam Sharill

1. Price (Maximum of 35%). Score: 29

2. Technical factors (Proposed methodology). Score: 18

- (a) Does the offeror's proposal clearly demonstrate an ability to perform the requested services? (Maximum of 5%). Score: 5%
- (b) Is the offeror's proposal complete and responsive to the specific RFP requirements? (Maximum of 5%). Score: 3%
- (c) Has the offeror documented the past performance of his proposed methods for performing the services? (Maximum of 5%). Score: 5%
- (d) Does the offeror's proposal use current and accepted technology and techniques? (Maximum of 5%). Score: 5%

3. Cost factors. Score: 15

- (a) Does the offeror have sufficient financial resources to meet its obligations? (Maximum of 10%). Score: 10
- (b) Did the offeror submit proof of the required insurance policies? (Maximum of 5%). Score: -0-
- (c) Did offeror submit a price for each of the distinct services described in ¶4.1(6)? (Maximum of 5%). Score: 5

4. Management factors. Score: 24

- (a) Has a good management plan been submitted? (Maximum of 5%). Score: 4
- (b) Does the offeror have experience in the field of solid waste disposal? (Maximum of 5%). Score: 5
- (c) What is offeror's reputation in the industry? (Maximum of 5%). Score: 5
- (d) Does offer own, or have access to, the necessary trucks and equipment? (Maximum of 5%). Score: 5
- (e) Were the commercial drivers' licenses and/or resumes of the offeror's employees submitted? (Maximum of 5%). Score: 5

Total Score: 86

29  
24  
18  
15  

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86

MISSISSIPPI FAIR COMMISSION

EVALUATION OF PROPOSALS FOR WASTE DISPOSAL SERVICES

RFP NO. 1403-18-R-OVAR-00001

Proposer: 2

Evaluator: Sam Shearill

1. Price (Maximum of 35%). Score: 35

2. Technical factors (Proposed methodology). Score: 20

(a) Does the offeror's proposal clearly demonstrate an ability to perform the requested services? (Maximum of 5%).  
Score: 5

(b) Is the offeror's proposal complete and responsive to the specific RFP requirements? (Maximum of 5%).  
Score: 5

(c) Has the offeror documented the past performance of his proposed methods for performing the services? (Maximum of 5%).  
Score: 5

(d) Does the offeror's proposal use current and accepted technology and techniques? (Maximum of 5%).  
Score: 5

3. Cost factors. Score: 20

(a) Does the offeror have sufficient financial resources to meet its obligations? (Maximum of 10%). Score: 10

(b) Did the offeror submit proof of the required insurance policies? (Maximum of 5%). Score: 5

(c) Did offeror submit a price for each of the distinct services described in ¶4.1(6)? (Maximum of 5%).  
Score: 5

4. Management factors. Score: 22

(a) Has a good management plan been submitted? (Maximum of 5%).  
Score: 4

(b) Does the offeror have experience in the field of solid waste disposal? (Maximum of 5%).  
Score: 5

(c) What is offeror's reputation in the industry? (Maximum of 5%).  
Score: 5

(d) Does offer own, or have access to, the necessary trucks and equipment? (Maximum of 5%).  
Score: 5

(e) Were the commercial drivers' licenses and/or resumes of the offeror's employees submitted? (Maximum of 5%).  
Score: 3

Total Score: 97

**MS FAIR COMMISSION WASTE DISPOSAL  
EVALUATION WORKSHEET**

Provided Service	Proposal 1			Proposal 2			
	Qty	Price	Unit	Amount	Price	Unit	Amount
Charge for each roll-off dumpster pull	573	105.00	Pull	60,165.00	140.00	Pull	80,220.00
Charge for each pull of solid waste in a trash compactor	5	140.00	Pull	700.00	140.00	Pull	700.00
Charge for each ton of solid waste removed from fairground	4,093	28.00	Ton	114,604.00	28.00	Ton	114,604.00
Monthly rental for trash compactor	12	300.00	Month	3,600.00	270.00	Month	3,240.00
Monthly rental for each 30 cubic yard dumpster	96	50.00	Month	4,800.00	60.00	Month	5,760.00
Monthly rental for each 20 cubic yard dumpster	12	50.00	Month	600.00	25.00	Month	300.00
State Fair pick-up and disposal (sweeping and cleaning are excluded)		0.00	%	0.00	0.00	%	0.00
Fuel surcharge		16.00	%	28,075.04		%	0.00
Environmental surcharge		3.60	%	6,316.88		%	0.00
Total Estimated Waste Disposal Costs Per Year				218,860.92			204,824.00
Total Estimated Waste Disposal Costs Over the Life of the Contract	5			1,094,304.62			1,024,120.00

Qty's are averages (FY 16, 17 & 18) and estimates.

491 pulls on 30 Yd roll off dumpster  
82 pulls on 20 Yd dumpster

Estimated weight on Mixed Paper / containers per one cubic yard is 650 Lbs.

30 \* 500 = 15,000 \* 491 = 7,365,000 / 2,000 = 3,682.50  
20\* 500 = 10,000 \* 82 = 820,000 / 2,000 = 410  
30\* 800 = 24,000 \* 6 = 144,000 / 2,000 = 72

Fuel & Environmental surcharge apply to Pulls & Solid Waste



## Customer Service – Bidder 1

References	Would you use this service again?	Scale of 1 to 10 how would they rate	Would you recommend their service to other companies?	Comments
Carrolton, City of	Yes	10	Yes	Waste picked up weekly; lets us know if they were having issues. If trash was not picked up that day they would pick up that night.
Charleston, City of	Yes	10	Yes	Great Service. Few issues and picked up trash in a timely manner.
Yalobusha, County of	Yes	7	Yes	We are mostly residential. Trash cans picked up weekly. Few or no issues. If any, taken care of fairly quickly.
Goodman, Town of	Yes	8	Yes	Picked up waste and trash cans in a timely manner. Very few issues.
Kosciusko, City of	Yes	9	Yes	Very satisfied with service. Very few issues. Trash picked up and disposed of properly.
Carthage, City of	Yes	9	Yes	Extremely satisfied with service. If there were any issues, they would immediately take care of it.
Winona, City of	Yes	8	Yes	Satisfied with services. Mostly residential. Trash cans picked up, sometimes replacing with worn out cans.

## Customer Service - Bidder 2

References	Would you use this service again?	Scale of 1 to 10 how would they rate	Would you recommend their service to other companies?	Comments
University of Mississippi Medical Center				Made several calls and left several messages. No response or call back.
Rankin County School District	Yes	9	Yes	Satisfied with the service. Few issues if any. Happy.
Mississippi State Hospital	Yes	9	Yes	Service is outstanding. No major problems or issues.
Nissan Corporation	Yes	9	Yes	Great Service. No issues.
Mississippi Baptist Medical Center	Yes	8	Yes	Satisfied with service. Pickup is on time. Minimum issues.

MISSISSIPPI FAIR COMMISSION

WASTE DISPOSAL SERVICES

REGISTER OF PROPOSALS - 2018

Proposal No.

Proposer's Name

1.

Waste Management

2.

Republic Services

3.

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4.

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5.

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6.

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9.

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10.

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Date: May 1, 2018

Dei Capres  
CHIEF PROCUREMENT OFFICER



## STATE FAIR COMMISSION

May 1, 2018

Mr. Sam Sherrill  
1207 Mississippi St.  
Jackson, MS 39202

Mr. Paul Smith  
1422 Highland Park  
Jackson, MS 39211

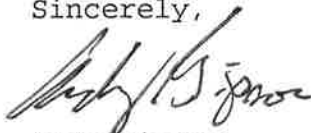
Mr. Hewitt Pittman  
P.O. Box 1609  
Jackson, MS 39215

Re: Solid Waste Disposal Contract

Gentlemen:

I am hereby appointing each of you to serve on the evaluation committee with regard to the Fair Commission's Request for Proposals to provide solid waste disposal services on the State Fairgrounds. Please review all the proposals submitted and evaluate each of them according to the criteria set forth in the RFP. You should then make a recommendation to the Commission about which proposer should be awarded the contract. The deadline to submit proposals is 2:00 P.M. on May 1, 2018. Also, please sign the enclosed Certification of No Conflict of Interest and return it to Bob Graves, our attorney. Thank you for providing this service to the Commission.

Sincerely,

A handwritten signature in dark ink, appearing to read "Andy Gipson", is written over a horizontal line.

Andy Gipson,  
Chairman

**EVALUATION COMMITTEE MEMBERS**

**SOLID WASTE DISPOSAL CONTRACT - 2018**

**MISSISSIPPI FAIR COMMISSION**

1. Hewitt Pittman  
Purchasing Director, Miss. Dept. of Agriculture & Commerce
2. Sam Sherrill  
Division Director I, Miss. Fair Commission
3. Paul D. Smith  
Resume' attached

**PAUL D. SMITH**

Address

1422 Highland Park Drive  
Jackson, MS 39211

Education

- Pearl River Community College - A.A. - 1965
- University of Southern Mississippi - study - 1966

Employment

- Gator Construction Co.  
President and CEO  
2010 - present
- Property Investments, LLC  
President and CEO  
2000 - 2010
- Millbrook Wholesale Sporting Goods  
President and CEO  
1969-2000

Religious Affiliation

First Baptist Church of Jackson  
1985 - present  
Deacon and Director, Greeter's Ministry

References

- Lester Spell, D.V.M.  
Richland, Mississippi  
Miss. Dept. of Agriculture and Commerce, Former Commissioner
- Hon. Cindy Hyde-Smith  
United States Senate  
Washington, D.C.



## STATE FAIR COMMISSION

April 26, 2018

Lori Guynes, CPO  
Mississippi Fair Commission  
P.O. Box 892  
Jackson, MS 39205

Re: Waste Disposal Contract

Dear Ms. Guynes:

I do hereby appoint you to prepare a register of the proposals received by the Mississippi Fair Commission with regard to the waste disposal contract being solicited by the Commission. You should also maintain the confidentiality of the preparer of each such proposal and give each proposal a unique appellation identifying such proposal, such as a letter, number or combination thereof. The register of proposals shall be maintained in a secure place until after the proposals have been evaluated and scored by the evaluation committee.

Sincerely,

A handwritten signature in cursive script that reads "Lori Guynes".

Lori Guynes, CPO  
Mississippi Fair Commission

**AFFIDAVIT OF PUBLICATION  
THE CLARION-LEDGER**

TO: MS FAIR COMMISSION  
1207 MISSISSIPPI ST  
JACKSON, MS 39202  
Acct# TCL-C64207

Ad Number: 0002794711

**THE STATE OF MISSISSIPPI  
HINDS COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Alicia Collins, an authorized clerk of The Clarion-Ledger, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

Was published in said newspaper in the issue(s) of:

03/20/18, 03/27/18

Size: 152 words / 1 col. x 25 lines

Published: 2 time(s)

Now due on said account is \$43.50

Signed

Authorized Clerk of The Clarion-Ledger

SWORN to and subscribed before me on 03/27/2018.

Notary Public

Frances Mack

Notary Public State of Mississippi at Large.

(SEAL)



**RECEIVED**

**MAR 28 2018**

MISSISSIPPI FAIR COMMISSION



PUBLIC NOTICE  
Request for Proposals  
#1403-18-R-OVAR-00001

The Mississippi Fair Commission will accept sealed proposals at 2:00 PM Tuesday May 1, 2018 for the purpose of the following:

To Provide Waste Services for the  
Mississippi Fair Commission  
RFx No. 3180000310

Detailed specifications may be obtained by contacting the Purchasing Office, Mississippi Fair Commission, 1207 Mississippi Street Jackson, MS 39202, P. O. Box 892, Jackson, MS 39205-892, (601) 961-4000.

The Mississippi Fair Commission reserves the right to reject any or all proposals.

Lori Guynes  
Chief of Purchasing  
3/20/18 3/27/18

0002794711-01

CERTIFICATION OF NO CONFLICT OF INTEREST

I hereby certify that I have reviewed the conflict of interest standards prescribed in *Miss. Code Ann.*, §31-7-415, and that I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organizations.

On this, the 10<sup>th</sup> day of May, 2018.

Hewitt Pittman

Signature of Evaluation  
Committee Member

Hewitt Pittman


Printed Name of Evaluation  
Committee Member

CERTIFICATION OF NO CONFLICT OF INTEREST

I hereby certify that I have reviewed the conflict of interest standards prescribed in *Miss. Code Ann.*, §31-7-415, and that I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organizations.

On this, the 5 day of May, 2018.

  
\_\_\_\_\_  
Signature of Evaluation  
Committee Member

  
\_\_\_\_\_  
Printed Name of Evaluation  
Committee Member

CERTIFICATION OF NO CONFLICT OF INTEREST

I hereby certify that I have reviewed the conflict of interest standards prescribed in *Miss. Code Ann.*, §31-7-415, and that I do not have a conflict of interest with respect to the evaluation of this proposal or qualification. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of the offerors submitting proposals or qualifications or their parent or subsidiary organizations.

On this, the 9<sup>th</sup> day of May, 2018.

Sam B. Sherill

Signature of Evaluation  
Committee Member

SAM B. SHERILL

Printed Name of Evaluation  
Committee Member

## SOLID WASTE DISPOSAL CONTRACT

THIS contract is made and entered into by and between the MISSISSIPPI FAIR COMMISSION, an agency of the State of Mississippi ("Agency"), and REPUBLIC SERVICES, LLC, a corporation ("Contractor").

WHEREAS, the Agency is the body authorized by law to manage the Mississippi State Fairgrounds, and the buildings located thereon, in the City of Jackson, Mississippi ("Fairgrounds"); and

WHEREAS, the Agency and Contractor are desirous of entering into a contract under which the Contractor would provide solid waste disposal service on the Fairgrounds.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein expressed, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Contractor do agree as follows:

1. EXCLUSIVE RIGHT. The Contractor shall have the exclusive right, duty and obligation to provide solid waste disposal services on the Fairgrounds for the term of this contract. This contract is made to insure that all garbage, trash and other solid waste on the Fairgrounds is timely and properly removed therefrom.
2. SCOPE OF SERVICES. The Contractor will be required to perform the following services:
  - (1) Collect all solid waste from the Fairgrounds and dispose of it in a landfill, recycle facility or other waste disposal site. Contractor must provide and place on the Fairgrounds the receptacles described below, into which the persons may deposit solid waste.
  - (2) Contractor must retrieve such receptacles when notified by the Agency, haul them to a landfill, recycle facility or waste disposal site, empty the contents and then return the empty receptacles to the Fairgrounds. Contractor must retrieve, haul and empty said receptacles when requested by the Agency, except as stated below. If the Agency requests a pickup before 2:00 P.M., Contractor will make that haul the same day; if the request is made after 2:00 P.M., Contractor will make the haul by noon the following day.
  - (3) The Agency will give Contractor one week's notice of any event to be conducted on the Fairgrounds requiring waste services, whereupon Contractor will dispatch one truck and one 30 cubic yard roll off dumpster to the Fairgrounds by 8:00 A.M. on each day of such event to service the Agency's needs.
  - (4) The Agency will not deposit any hazardous or toxic materials into said trash receptacles or the 65 gallon barrels on the Fairgrounds, and Contractor shall have no responsibility to collect, or dispose of, such materials.

- (5) Contractor shall dispose of all waste materials only at a duly licensed and permitted landfill, recycle facility or waste disposal site that is in full compliance with all applicable laws, ordinances, rules and regulations.
- (6) During the State Fair, Contractor will retrieve and empty the contents of the trash receptacles on the Fairgrounds between the hours of 12:00 A.M. (midnight) and 10:00 A.M. for thirteen days. Contractor will also empty the contents of all the 65 gallon barrels on the Fairgrounds into a truck or other receptacle during said hours and dispose of said waste. Contractor is not required to sweep and clean the Fairgrounds while the Fair is open to the general public, as this task will be performed by another party.
- (7) Contractor shall paint a number on each dumpster or compactor placed on the Fairgrounds by the Contractor, and the Contractor shall prepare a list of such items and give a copy to the Agency. Contractor shall prepare and maintain a log as a record of the solid waste collected from the Fairgrounds and disposed of. The log will contain information such as the date of each pull, dumpster number, tonnage, disposal site, nature of waste (garbage or other) and other appropriate information. Each load of waste shall be weighed by a licensed weigh scale operator, and the scale tickets shall be maintained in the Contractor's records. The Contractor shall deliver to the Agency a copy of the Contractor's log entries and scale tickets for each month's activity on the Fairgrounds no later than the 15<sup>th</sup> day of the following month. The Agency shall have the right to enter Contractor's offices during regular business hours without a search warrant or other legal process, and examine and copy Contractor's books and records relative to this contract.
- (8) Contractor must own or otherwise provide the following equipment which shall be placed on the Fairgrounds as trash receptacles:
  - a. One (1) 30 cubic yard self-contained trash compactor with a three-sided rear-feed hopper, access gate, tread plate and hand and toe rails.
  - b. Eight (8) 30 cubic yard open-top roll-off dumpsters.
  - c. One (1) 20 cubic yard open-top roll-off dumpster. Contractor shall provide such additional open-top roll-off dumpsters for the State Fair as may be requested by the Agency.Contractor shall maintain in its fleet such trucks in sufficient numbers to perform its obligations herein, and which have the capacity to pick up and empty said roll-off dumpsters. The Contractor shall be responsible for the upkeep, maintenance, repair and replacement of all vehicles and equipment used in its operations on the Fairgrounds. Contractor must maintain such items in a clean and serviceable condition during the term of the contract.
- (9) The Contractor must, with respect to all solid waste

disposal employees provided to the Agency:

- a. Maintain a pool of employees sufficient to meet the Agency's needs within 24 hours;
- b. Accurately describe the job duties required to the waste disposal employees;
- c. Administer and maintain all employment and payroll records, payroll processing, and payment of payroll checks and taxes, including the deductions required by state, federal and local laws such as social security and withholding taxes;
- d. Abide by all ordinances and laws pertaining to the Agency's operation and secure all required licenses and permits, including those required by the Environmental Protection Agency, Mississippi Department of Environmental Quality and the State Health Department;
- e. Make all unemployment compensation contributions as required by federal and state law and process claims as required;
- f. Ensure all waste disposal services are provided during the hours specified by the Agency;
- g. Replace, at no additional expense to the Agency, any employee not performing satisfactorily within 24 hours; and,
- h. Perform all services provided in the contract in accordance with customary and reasonable industry standards.
- i. Provide information required for the Agency to perform a criminal background check or drug screening of a waste disposal worker, if requested; or,
- j. Alternatively, the Contractor shall, for an additional negotiated fee, perform the check or screening and verify the results to the Agency, if requested.

3. TERM. The term of the contract shall be for a period of four years, beginning on August 1, 2018 and ending on July 31, 2022. Upon written agreement of both parties at least ninety days prior to expiration of the primary term, the contract may be renewed for a one-year period under the same prices, terms, and conditions as in the original contract, subject to approval by PPRB.

4. FEES. The Agency will pay the following fees to the Contractor for the services rendered by Contractor:

- \$140.00 - One pull of solid waste in a roll-off dumpster. (A pull is one trip in which a dumpster is hauled to the landfill, emptied and returned to the Fairgrounds).
- \$140.00 - One pull of solid waste in a trash compactor.
- \$28.00 - Disposal of one ton of solid waste.
- \$270.00 - Monthly rental for a trash compactor.
- \$60.00 - Monthly rental for a 30 cubic yard dumpster.
- \$25.00 - Monthly rental for a 20 cubic yard dumpster.

- \$0 - State Fair pick-up and disposal. (sweeping and cleaning are excluded.)
  - \$0 - Fuel surcharge
  - \$0 - Environmental surcharge.
5. APPLICABLE LAW. The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.
6. AVAILABILITY OF FUNDS. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
7. COMPLIANCE WITH LAWS. Contractor understands that the Agency is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
8. E-PAYMENT. Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305.
9. E-VERIFICATION. If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment



Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 et seq. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

10. PAYMODE. Payments by state agencies using the State's accounting system shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.
11. PROCUREMENT REGULATIONS. The contract shall be governed by the applicable provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, Suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.dfa.ms.gov>.
12. REPRESENTATION REGARDING CONTINGENT FEES. Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in

Contractor's proposal.

12. REPRESENTATION REGARDING GRATUITIES. Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.
13. STOP WORK ORDER.
  - a. Order to Stop Work: The Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either:
    - i. cancel the stop work order; or,
    - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this contract.
  - b. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
    - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
    - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
  - c. Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

14. TERMINATION FOR CONVENIENCE.

- a. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b. *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

15. TERMINATION FOR DEFAULT.

- a. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
- e. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

16. TERMINATION UPON BANKRUPTCY. This contract may be terminated in whole or in part by Agency upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

17. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION. It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.
18. TRANSPARENCY. This contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 et seq. and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.
19. ANTI-ASSIGNMENT/SUBCONTRACTING. Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
20. AUTHORITY TO CONTRACT. Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or

otherwise, which may adversely affect its ability to perform its obligations under this agreement.

21. WAIVER. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as or require waiver of future or other defaults.
22. FORCE MAJEURE. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the State determines it to be in its best interest to terminate the agreement.
25. INDEMNIFICATION. To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

26. INDEPENDENT CONTRACTOR STATUS. Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.
27. INTEGRATED AGREEMENT/MERGER. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the State and Contractor. Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the State or Contractor on the basis of draftsmanship or preparation hereof.
28. NOTICES. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.
- a. Miss. Fair Commission  
c/o Lori Guynes, Chief Procurement Officer  
P.O. Box 892  
Jackson, MS 39205
  - b. Republic Services, LLC  
c/o Scott Johnson, Construction Representative

1035 Old Brandon Road  
Flowood, MS 39232

29. RECORD RETENTION AND ACCESS TO RECORDS. Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by Contractor for three (3) years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three-year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three-year period, whichever is later.
30. SEVERABILITY. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
30. INSURANCE. The Contractor shall maintain at least the minimum level of workers' compensation insurance, comprehensive general liability or professional liability insurance, with minimum limits of \$1,000,000.00 per occurrence. All workers' compensation, comprehensive general liability and professional liability insurance will provide coverage to the Commission as an additional insured. The Commission reserves the right to request from carriers, certificates of insurance regarding the required coverage. Insurance carriers must be licensed or hold a Certificate of Authority from the Mississippi Department of Insurance. The Contractor shall be prepared to provide evidence of required insurance upon request by the Commission at any point during the contract period.
31. WASTE. The Contractor shall not allow any of its employees, agents or subcontractors to commit waste on the land, buildings or improvements at the Fairgrounds, or to damage such land, buildings or improvements or to allow any activity that would constitute a public nuisance. If the Contractor or any of its employees, agents or subcontractors shall cause any damage to any of the land, buildings or improvements on the Fairgrounds, the Contractor shall be responsible for the cost of repairing or replacing such land, buildings or improvements to their former condition within ninety (90) days after such damage occurs.



32. ENVIRONMENTAL. The Contractor shall abide by all federal, state and local environmental laws, rules, ordinances and regulations as they relate to hazardous materials, including, but not limited to, wastewater, untreated sewerage, dioxin, petroleum products, asbestos, polychlorinated biphenyls, flammable materials, radioactive materials and other substances controlled under any environmental law. If the Contractor or any of its employees, agents or subcontractors shall place any hazardous materials on the Fairgrounds, the Contractor will promptly remove such materials upon written notice from the Commission, and clean, treat and remove the damaged soil and restore the premises to its former condition. The Contractor will indemnify and hold the Commission harmless from all damages and losses if the Contractor or any of its employees, agents or subcontractors violates any of such laws, rules, ordinances or regulations, including the payment of attorney fees, clean-up costs, fines or penalties levied by any government agency.

33. APPROVAL CLAUSE. It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

WITNESS OUR SIGNATURES on this, the \_\_\_\_ day of \_\_\_\_\_, 2018.

MISSISSIPPI FAIR COMMISSION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

REPUBLIC SERVICES, LLC

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_